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defendant was required to join, conflicting evidence of the demurrant must be rejected.

[Ed. Note.—For other cases, see Trial, Cent. Dig. §§ 354-356; Dec. Dig. § 156.*]

3. Adverse Possession (§ 103*)—Color of Title—Severance of Boundary.—The rule that a grant from the commonwealth invests the senior patentee with constructive seisin of all land included in the grant until disturbed by actual entry by an adverse claimant, and is then only affected to the extent of dispossession, does not apply to the case of a junior patentee or claimant, where the contiguity of the original boundary had been severed anterior to the acquisition of title or color of title under which he claims, in which case, as to the junior claimant who does not connect his title with that of the original patentee, there is no such contiguity of seisin with respect to the dissevered tracts as would render actual possession of one constructive possession of the other.

[Ed. Note.—For other cases, see Adverse Possession, Cent. Dig. §§ 590-594; Dec. Dig. § 103.*]

BUENA VISTA EXTRACT CO. *v.* HICKMAN.

Nov. 19, 1908.

[62 S. E. 804.]

1. Appeal and Error (§ 511*)—Bill of Exceptions—Settlement—Signing—Time Prescribed.—Where bills of exceptions in the record purport to have been signed, sealed, enrolled, and made a part of the record, with the clerk's certificate, dated November 26th, "that the foregoing is a true transcript of the record," and the record shows that the court was in session as late as October 28th, this shows that the bills of exceptions were signed within 30 days after the end of the term at which the exceptions were noted, as provided by Acts 1908, p. 336, c. 225.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. § 2330; Dec. Dig. § 511.*]

2. Appeal and Error (§ 511*)—Bill of Exceptions—Settlement—Signing—Time Prescribed.—Under Acts 1908, p. 336, c. 225, allowing bills of exceptions to be signed either in term time or vacation, the correct practice demands that a bill of exceptions not signed during the term should show that it was signed within 30 days after the end of the term, or at such other time as the parties, by consent entered of record, agreed on.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. § 2330; Dec. Dig. § 511.*]

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.

3. Master and Servant (§ 217*)—Injury to Servant—Assumption of Risk.—An employee in a tanning plant, engaged in regulating valves in pipes conveying steam to open tubs, while standing with one foot on the edge of a tub and the other on a trough, necessitating a straddle of over four feet, slipped and fell into the tub and was injured. He was familiar with the situation and knew the danger, having been accustomed to stand astride the tubs 50 or 60 times a day, but continued in the service without requesting, or without the master promising to supply, safer appliances. Held, that he assumed the risk as a matter of law.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 574-600; Dec. Dig. § 217.*]

4. Master and Servant (§ 217*)—Injury to Servant—Assumption of Risk—Risks Assumed.—A servant does not assume extraordinary and unusual risks, nor risks created by the negligence of the master, nor such as are latent, or are only discovered at the time of the injury; but he assumes the ordinary risks, and all risks which he knows, or in the exercise of reasonable care may know, unless there is some agreement to the contrary.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 574-600; Dec. Dig. § 217.*]

5. Master and Servant (§ 219*)—Injury to Servant—"Assumption of Risk."—Assumption of risk rests on agreement of the servant with the master, express or implied, from the circumstances of the employment, that the master shall not be liable for any injury incident to the service, resulting from a known or obvious danger arising in the performance of the service.

[Ed. Note.—For other cases, see Master and Servant, Cent. Dig. §§ 610-624; Dec. Dig. § 219.*]

For other definitions, see Words and Phrases, vol. 1, pp. 589, 591; vol. 8, pp. 7584, 7585.]

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.